THE HON'BLE SRI JUSTICE T.CH.SURYA RAO

AND

THE HON'BLE SRI JUSTICE G.CHANDRAIAH

WRIT PETITION NO.10162 OF 1999

DATED 07—08—2006

Attaluri Ranga Rao S/o Chandramouli,
Aged about 54 years, Driver,
R/o Netaji Road, Madhuranagar,
Vijayawada-11, Krishna District. And Others ...
Petitioners

v.

The Special Court under A.P. Land Grabbing
(Prohibition) Act at Hyderabad. And Others ...
Respondents

THE HON'BLE SRI JUSTICE T.CH.SURYA RAO

AND

THE HON'BLE SRI JUSTICE G.CHANDRAIAH

WRIT PETITION NO.10162 OF 1999

ORDER: (Per TCSR,J)

The petitioners seek a writ of certiorari to quash the Judgment of

the learned Special Court in L.G.A. No.26 of 1998 dated 06.04.1999.

The writ petitioners are the appellants before the learned Special Court in L.G.A. No.26 of 1998.The respondent herein is the respondent in L.G.A. No.26 of 1998 before the learned Special Court. He filed L.G.O.P. No.13 of 1990 on the file of the Special Tribunal-cum-District Judge, Krishna at Machilipatnam, against the petitioners herein seeking the relief of eviction from the land described in the schedule appended thereto on the premise that the respondents/writ petitioners are the land grabbers. The learned Special Tribunal, after having conducted a full fledged enquiry, by its Judgment and decree dated 20.07.1998 allowed L.G.O.P. No.13 of 1990. Having been aggrieved by the said Judgment and decree, the respondent therein filed the appeal in L.G.A. No.26 of 1998 and under the impugned Judgment dated 06.04.1999 that appeal was dismissed by the learned Special Court. They are now being assailed in the instant writ petition.

The facts lie in a narrow compass. It is expedient to refer the parties as they were originally arraigned before the Special Tribunal to avoid any confusion. The case of the petitioner concisely was that he was the owner of the land in question which is a part of the land in an extent of Ac.2.52 cents. The entire extent of land fell to his share in a partition between himself, his father and his brothers. Thus, from out of the total extent of the land fell to his share, he sold two acres of land in favour of one Raghavan and Srinivasan under possessory agreements of sale. The balance extent of Ac.0.52 cents was retained with him and that the respondents illegally grabbed the said land in the month of June, 1988.

The respondents 1 to 6 filed separate counters. The case of respondents in essence was that they purchased individually plots which have been in their possession by means of various registered sale deeds from one Smt.Laxmi who is no other than the wife of the petitioner and the General Power of Attorney Holder of one Raghavan. The petitioner sold the land fell to his share in the partition to one Raghavan and Srinivasan

under possessory agreements of sale. The other purchaser, by name, Srinivasan sold the properties by way of registered sale deeds in favour of the respondents 2 to 5. Thus the respondents have been in possession and enjoyment of the said properties as purchasers thereof.

The Special Tribunal framed the following issues for enquiry:

1) Whether the respondents are land grabbers?
2) Whether the petitioner is entitled to the relief of eviction as prayed for? and
3) To what relief?

Two witnesses were examined on the side of the petitioner and the documents in Exs.A.1 to A.9 were got marked. As many as nine witnesses on the side of the respondents were examined and Exs.B.1 to B.29 were got marked.

Obviously, the respondents purchased some lands under Exs.B.1, B.12, B.18, B.20, and B.25 registered sale deeds. The learned Special Tribunal was of the view that they purchased some other lands under the aforesaid sale deeds; and that the lands which were now in their possession are not the subject matter of the sale deeds; and that Raghavan and Srinivasan who had no title to the lands sold the same to the respondents and, therefore, the sale deeds could not confer any rights on the respondents.

From the evidence on record it emerges that one Miriyala Sivaleela filed a suit in O.S. No.5 of 1983 for specific performance of the agreement of sale said to have been executed by the petitioner in her favour and likewise one Veena Venkateswara Rao filed a suit in O.S.No.212 of 1983 against the petitioner for specific performance of the agreement of sale. Similarly, one Gurajapu China Venkateswaramma filed a suit O.S.No.425 of 1982 against the petitioner and one K.Raja Gopal for specific performance of agreement of sale, it appears, in respect of lands covered by those three agreements executed in favour of Raghavan and Srinivasan by the petitioner. All the three suits filed against the petitioner having been decreed, the Civil Court executed

registered sale deeds in their favour pursuant to the decrees. Therefore, Raghavan and Srinivasan, the so-called vendors of the respondents, derived no title pursuant to the agreements of sale executed in their favour by the petitioner earlier. Having regard to this aspect, the Special Tribunal was of the clear view that the respondents had no valid title in respect of the lands in dispute and the registered sale deeds executed in their favour by Raghavan and Srinivasan would not confer any title on them. The Special Tribunal was of the further view that they pertain to a different piece of land and the land in dispute in the land grabbing case was entirely different.

On a reappraisal of the evidence, in the appeal the learned Special Court concurred with the findings given by the learned Special Tribunal. The concurrent findings recorded against the respondents are thus obviously that they have no valid title or right in respect of the land in dispute covered by the land grabbing case; and that the properties said to have been purchased by them by means of registered sale deeds from Raghavan and Srinivasan are entirely different and the respondents derived no valid title under those sale deeds inasmuch as their vendors had no title so as to confer a better title. Inasmuch as the case of the respondents was that the purchasers from the petitioner, namely, Raghavan and Srinivasan sold the lands to them it goes without saying that the petitioner is the owner of the land in dispute. In that view of the matter, the findings of both the Special Tribunal and the Special Court given concurrently are impeccable and quite unassailable. We see no compelling reasons to interfere with those concurrent findings reached validly by both the fora on a proper appreciation of the evidence adduced on either side.

It is quite unfortunate that the respondents, who parted with their monies purchased the property from Raghavan and Srinivasan who had no title in themselves and is different from the petition schedule property, ultimately have to be called as grabbers. Having regard to the fact that they have no title obviously in respect of the land in dispute in the instant

petition, there is no other go except to allow the petition. There is no jurisdictional error committed by both the fora which warrants interference from this Court under Article 226 of the Constitution by issuing a writ of certiorari.

The learned counsel appearing for the respondents/writ petitioners represents that having regard to the peculiar situation and that the petitioners are poor persons, some equitable order is required to be passed. The learned counsel appearing for the petitioner, however, is not agreeable for any such course. Ultimately, the learned counsel appearing for the respondents/writ petitioners represents that it is a matter where the writ petitioners deserve some time to be given before physically being evicted from the lands. The learned counsel requests four months time. Having regard to the peculiar circumstances in this case, the request shall have to be considered while dismissing the writ petition.

For the above reasons, the Writ Petition must fail and is dismissed accordingly. However, the writ petitioners are given four (4) months time from this date to vacate the premises and deliver the vacant possession to the respondent herein failing which it is open to the Special Tribunal to remove the petitioners from the land while executing the order passed by it. Under the circumstances, there is no separate order as to costs.

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(T.CH.SURYA RAO,J)

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(G.CHANDRAIAH,J)

Dated 07---8---2006.
VGSR